# Schedule A

HAWC System History

| HAWC System History           |         |            | <del></del> |                       |
|-------------------------------|---------|------------|-------------|-----------------------|
| Company                       | Year    | Docket     | Order       | Franchise Area        |
| Walnut Ridge Water Company    | 1977    | DE 76-179  | 12,827      | 1,826 Acres           |
| Lancaster Farms-Salem         | 1984    | DR 84-267  | 17,312      | 144 Acres             |
| Bricketts Mill-Hampstead      | 1985    | DE 85-149  | 17,848      | 80 Acres              |
| Squire Ridge-Hampstead        | 1985    | DE 85-274  | 17,967      | 140 Acres             |
| Kent Farm-Hampstead           | 1987    | DE 86-198  | 18,560      | 1,700 Acres           |
| Kent Farm-Hampstead           | 1987    | DE 86-198  | 18,598      | Supp Order            |
| Woodland Pond-Hampstead       | 1987    | DE 87-211  | 18,980      | 701 Acres             |
| Bryant Woods-Atkinson         | 1988    | DE 87-226  | 19,230      | 2,340 Acres           |
| Hampstead Area Water Company  | 1989    | DE 89-047  | 19,717      | Hampstead Merger*     |
| Hampstead Area Water Company  | 1989    | DE 89-047  | 19,751      | 1,650                 |
| Walnut Ridge Water Company    | 1990    | DE 90-129  | 19,992      | Bryant Woods Merger** |
| HAWC-Bricketts Mill Extension | 1990    | DE 90-049  | 19,783      | 55 Acres              |
| HAWC-Hampstead                | 1991    | DE 91-121  | 20,224      | 1,246 Acres           |
| HAWC-Hampstead                | 1991    | DE 91-144  | 20,320      | 1,350 Acres           |
| HAWC-Rainbow Ridge-Plaistow   | 1993    | DE 92-129  | 20,774      | 370 Acres             |
| HAWC-Stoneford-Sandown        | 1996    | DE 96-201  | 22,551      | 152 Acres             |
| HAWC-Colby Pond-Danville      | 1998    | DE 97-154  | 22,854      | 3,483 Acres           |
| HAWC-Oak Hill-Chester         | 2000    | DW 00-059  | 23,577      | 177 Acres             |
| HAWC-Walnut Ridge & Lancaste  | r 2002  | DW 01-204  | 23,954      | Atkinson Merger***    |
| HAWC-Camelot Court-Nottinghar | n 2004  | DW 02-198  | 24,296      | 44 Acres              |
| HAWC-Cornerstone-Sandown      | 2004    | DW 02-198  | 24,296      | 188 Acres             |
| HAWC-Lamplighter-Kingston     | 2004    | DW 02-198  | 24,296      | 13.66 Acres           |
| HAWC-Maplevale-East Kingston  | 2004    | DW 03-150  | 24,299      | 107 Acres             |
| HAWC-Dearborn Ridge-Atkinson  | 2005    | DW 04-055  | 24,501      | 541 Acres             |
| HAWC-Hampstead Expansion      | 2005    | DW 04-062  | 24,520      | 238 Acres             |
| HAWC-Mill Woods-Sandown       | 2005    | DW 05-063  | 24,544      | 35 Acres              |
| HAWC-Waterford Village-Sandov | vn 2005 | DW 05-070  | 24,545      | 90.37 Acres           |
| HAWC-Atkinson Expansion       | 2005    | DW 05-092  | 24,592      | 333 Acres             |
| HAWC-Autumn Hills-Sandown     | 2006    | DW 06-016- | 24,608      | 33.68 Acres           |
| HAWC - Cooper Grove-Kingston  | 2008    | DW-07-133  | 24,831      | 211 Acres             |
| HAWC - Black Rocks Village    | 2008    | DW-07-134  | 24,856      | 391 Acres             |
| HAWC – Sargent Woods          | 2008    | DW-07-130  | 24,884      | 65.97 Acres           |
| HAWC – Oak Hill Extension     | 2010    | DW-10-204  | 25,166      | 27.851 Acres          |
| HAWC – Fairfield Estates      | 2011    | DW-11-218  | 25,318      | 21.97 Acres           |
| HAWC – Little River Village   | 2013    | DW-13-323  | 25,636      | 127.00 Acres          |
| HAWC – Emery Drive Extension  | 2014    | DW-14-022  | 25,672      | 1,125 Acres           |
| HAWC – Sargent Woods Ext.     | 2014    | DW-14-107  | 25,704      | 26.82 Acres           |
| HAWC – Snow's Brook.          | 2015    | DW-14-319  | 25,757      | 23.11 Acres           |
| HAWC – Kings Landing.         | 2015    | DW-15-254  | 25,827      | 35.16 Acres           |
| HAWC – Wells Village.         | 201     | DW-16-825  | 25,979      | 40.83 Acres           |
| <del>-</del>                  |         |            |             |                       |

<sup>\*</sup>Merged Bricketts Mill, Kent Farm, Squire Ridge and Woodland Pond into HAWC

<sup>\*\*</sup>Merged Bryant Woods into Walnut Ridge with requirement that the Bryant Woods rates apply

<sup>\*\*\*</sup>Merged Lancaster Farms and Walnut Ridge into HAWC

# WATER SERVICES AGREEMENT

Tisdale's Trailer Park Inc Ronald Chirolla P.O. Box 153 Salem, NH 03079

Re: Tisdale's Trailer Park Inc Community Water System

This Water Services Agreement is by and between the Tisdale's Trailer Park Inc, (the **OWNER**), located at P.O. Box 153, Salem NH 03079. and the Hampstead Area Water Company, Inc. (**HAWC**), of 54 Sawyer Avenue, Atkinson, New Hampshire, 03811.

- 1. <u>PURPOSE:</u> HAWC shall provide a temporary water supply over a 1" metered water main line to provide water to the water distribution system, located at Tisdale's Trailer Park development, in the 185 Pelham Road, Salem, New Hampshire, in accordance with all applicable Federal and State statutes, regulations, and ordinances, as directed by the New Hampshire Department of Environmental Services (NHDES).
- 2. <u>COST OF INSTALLATION:</u> The cost of the installation of this main line and metering shall be \$6,000.00.
- **3. <u>DURATION</u>:** The term of this AGREEMENT shall be until November 1, 2018 and shall begin on even date of this AGREEMENT. This is a temporary basis to alleviate a water emergency due to e coli contamination of the Owner's water supply wells.
- **4. RATES.** Rates shall be based upon HAWC's current tariff of \$30 base rate for a 1" main and consumption rate of \$5.95 per 100 cubic feet. HAWC shall bill the Owner monthly. This is expressly conditioned upon PUC approval.
- 5. The OWNER shall designate a contact representative who shall have full authority to authorize any and all work done under this CONTRACT. The initial contact representative is:

Ronald Chirolla 30 Granite Ave Salem, NH 03079 603-339-4026

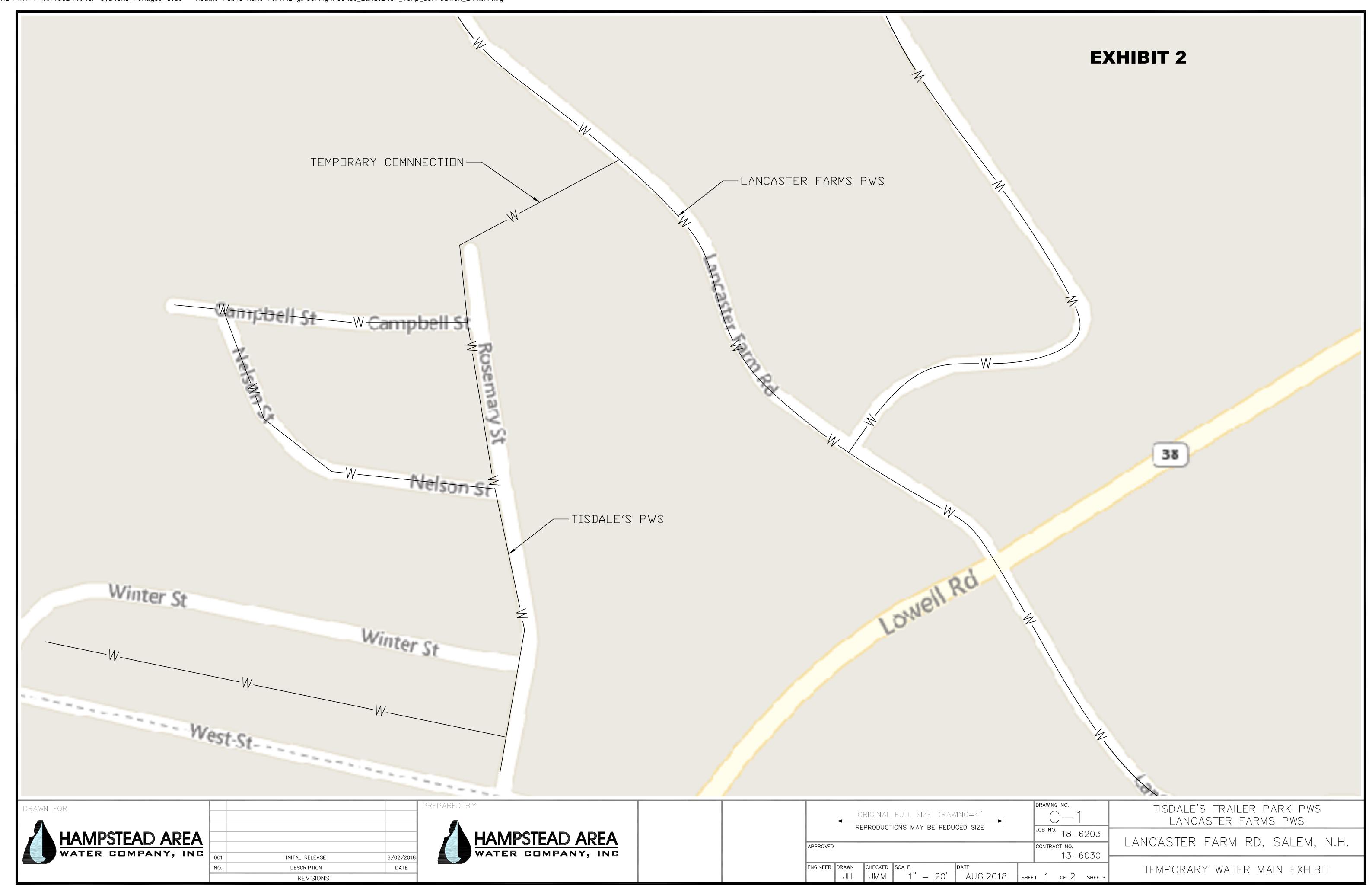
- **6. SCOPE:** This proposed AGREEMENT and Exhibits, if any, attached hereto constitute a full Agreement between the Owner and HAWC. Any changes, deletions, or alterations of any kind shall be in writing and acknowledged by the undersigned.
- 7. MODIFICATION AND WAIVER: Any modification or waiver of any of the

provisions of this agreement shall be effective only if made in writing and executed with the same formality. The failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

- **8. ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth hereunder.
- **9. SITUS:** This agreement shall be construed and governed in accordance with the laws of the State of New Hampshire.
- **10. PARTIAL INVALIDITY:** If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
- 11. <u>CAPTIONS:</u> The paragraph captions or headings of this agreement are inserted only as a matter of convenience and for reference and, in no way define, limit or describe the scope, intent or rights conferred under this agreement nor in any way affect or limit the provisions herein.
- **12. MEDIATION:** If there is a dispute regarding this agreement, the parties agree to first submit such a dispute to Mediation before utilizing any other means of dispute resolution.
- 13. <u>ATTORNEY'S FEES</u>: If either party is required to enforce any term of this agreement by way of litigation, then the prevailing party shall be awarded their attorney's fees and costs.

# By:\_\_\_\_\_ Date:\_\_\_\_\_ By:\_\_\_\_\_ Date:\_\_\_\_\_ Ronald H. Chirolla, Vice President Duly authorized HAMPSTEAD AREA WATER COMPANY, INC. By:\_\_\_\_\_ Date:\_\_\_\_\_ Harold Morse, President

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FOR ASSESSING PURPOSES ONLY - NOT FIELD VERIFIED

### **54 SAWYER AVENUE, ATKINSON, NH 03811**

TEL: 603.362.4299 FAX: 603.362.4936 www.hampsteadwater.com

**EXHIBIT 5** 

August 8, 2018

Board of Selectmen Town of Salem 33 Geremonty Drive Salem, NH 03079

Dear Board Members:

This letter is to advise you that the Hampstead Area Water Company, Inc. is filing a petition with the State of New Hampshire Public Utilities Commission to temporarily franchise a limited area in your town.

The purpose of the franchise area will be to serve Tisdale Trailer Park in Salem whose system has e coli contamination.

We request that the Board of Selectmen acknowledge, in writing, to the Public Utilities Commission that they have been duly notified of this proposed petition to temporarily franchise this limited area. We have provided a form which you can sign and mail in the enclosed stamped envelope.

By signing this letter you are **not** waiving any right to intervene, should you so desire, nor to appear before or take part in the franchise proceedings before the PUC, should you so desire, but are only acknowledging that we have notified you of this proposed franchised petition.

If you have any questions, please do not hesitate to call me at the above number at extension 113.

Very truly yours,

Robert C. Levine, General Counsel

RCL/ja encl.

## **TOWN OF SALEM**

Deborah Howland Public Utilities Commission 21 Fruit Street, Suite 10 Concord, New Hampshire 03301-2429

RE: Petition of Hampstead Area Water Company, Inc. for a water system extension to service homes to Tisdale Trailer Park, Salem, NH.

Dear Ms. Howland:

Please be advised that the Salem Selectmen have been notified of the proposed petition to temporarily franchise and operate a water system extension to serve the Tisdale Trailer Park, located in Salem, New Hampshire, which will consist of up to 57 homes, due to e. coli contamination of the water wells serving these homes. This franchise covers only the trailer park, Tax Map 123, Lot 8510.

Our address is 33 Geremonty Drive Salem, NH 03079 and our telephone number is 603 890-2120.

| Dated: |                          |
|--------|--------------------------|
|        | Salem Board of Selectmen |
|        | By:                      |
|        | Title:                   |